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CO dba THE CROMWELL HOTEL AND CASINO*

9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE DISTRICT OF NEVADA**

12 TRACEY LALL,  
13  
14 Plaintiff,

15 v.

16 CORNER INVESTMENT CO, dba THE  
CROMWELL HOTEL AND CASINO, a  
17 domestic limited liability company, CAESARS  
ENTERTAINMENT INC., a foreign corporation;  
18 CAESARS GROWTH CROMWELL, a foreign  
limited liability company; UNITE HERE  
19 BARTENDERS UNION, LOCAL NO. 165, a  
labor union, DOES 1-20; and ROE  
20 CORPORATIONS 1-20, inclusive,

21 Defendants.  
22

Case No. 2:20-cv-01287-JAD-NJK

**STIPULATED PROTECTIVE ORDER  
GOVERNING CONFIDENTIALITY OF  
DOCUMENTS AND ~~PROPOSED~~ ORDER**

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STIPULATION AND [PROPOSED] PROTECTIVE ORDER

1 This Stipulated Protective Order is entered into by and between Plaintiff TRACEY LALL  
2 (“Plaintiff”) and Defendants CORNER INVESTMENT CO. dba THE CROWELL HOTEL AND  
3 CASINO and UNITE HERE BARTENDERS UNION, LOCAL NO. 165 (collectively “Defendants”).  
4 Plaintiff and Defendants are hereinafter collectively referred to as “the Parties.” Reference is made to  
5 the following facts:

6 A. The Parties possess financial and accounting documents, trade secrets, proprietary  
7 information and other confidential information that they desire to keep confidential, which may be  
8 obtained through discovery in this case.

9 B. To protect the privacy, confidentiality, and proprietary interests of the Parties and non-  
10 parties to discovery produced in this case, the Parties desire to stipulate to a protective order sanctioned  
11 by the Court to protect such financial and accounting documents, trade secrets, propriety information,  
12 and other confidential information from unnecessary disclosure.

13 ACCORDINGLY, the Parties, by and through their respective attorneys of record,  
14 STIPULATE AND AGREE to the following protective order governing confidentiality of documents:

15 1. Scope of the Order. This Stipulated Protective Order covers all documents and  
16 information designated “Confidential” or produced in connection with any discovery undertaken in  
17 this case. Information marked “Confidential” shall be collectively referred to herein as "Confidential  
18 Discovery." This Stipulated Protective Order is intended to cover all discovery propounded and  
19 answered by any Party and depositions wherein “Confidential” information is used or discussed,  
20 including any copies, excerpts, summaries, or compilations thereof, but is limited to discovery  
21 conducted on or after the date the Parties sign this Stipulated Protective Order. Even after termination  
22 of this litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall  
23 remain in effect until a designating Party agrees otherwise in writing or a court order otherwise directs.  
24 This Stipulated Protective Order is entered into as to this case only.

25 2. Designation of Confidential Discovery. The Parties may designate Confidential  
26 Discovery as subject to this Order by stamping on or otherwise permanently affixing to such material  
27 prior to its production the designation "Confidential". In the event that a Party in good faith believes

1 that particular material requested to be produced or disclosed is of such a highly sensitive nature that  
2 its disclosure should be limited to only those persons described in Paragraph 6 herein below, it shall  
3 stamp on or otherwise permanently affix to such material prior to its production the designation  
4 "Confidential". Said respective designations shall be stamped or affixed so as to not obscure or deface  
5 the material or any portion of its contents.

6 3. Designation Procedure. Confidential Discovery shall be designated or deemed  
7 confidential as follows:

8 (A) In the case of deposition testimony:

9 (i) The Parties may designate testimony by any individual at the time of the  
10 deposition or by written notice to all counsel of record within 14 business days after receipt of the  
11 written transcript. The entire transcript (including, without limitation, typed transcriptions,  
12 electronically stored information, audiotapes and videotapes) and all exhibits thereto shall be deemed  
13 confidential under the terms of this Protective Order during the 14-day period. The portions of a  
14 transcript designated as "Confidential" at the time of the deposition or during this 14-day period, shall  
15 be treated as Confidential Discovery thereafter and in accordance with the terms of this Stipulated  
16 Protective Order.

17 (ii) Each deposition transcript of any deposition of any individual taken in this  
18 action shall bear the following prominent and conspicuous legend on the cover of each volume of said  
19 deposition transcript, the placement of which shall be the responsibility of the court reporter after  
20 being so advised of the necessity for this legend by the party making the confidentiality claim:  
21

22 "THE CONTENTS OF THIS TRANSCRIPT ARE CONFIDENTIAL AND  
23 ARE SUBJECT TO A PROTECTIVE ORDER ISSUED BY THE  
24 UNITED STATES DISTRICT COURT, DISTRICT OF NEVADA.  
25 UNAUTHORIZED ACCESS TO, USE OF, OR DISCLOSURE OF ANY  
26 PART OF THIS TRANSCRIPT IS A VIOLATION OF COURT ORDER.  
27 A COPY OF SAID ORDER IS CONTAINED HEREIN."

1 (iii) Each such deposition transcript shall also contain a copy of this Order  
2 immediately following the cover page.

3 (iv) Any depositions of any individual taken and recorded in this action other than  
4 by stenographic means, including without limitation depositions recorded by audiotape or videotape,  
5 shall state at the commencement thereof that the contents of the deposition are confidential and are  
6 subject to a protective order issued by the United States District Court, District of Nevada. No copies  
7 will be made of any such audio or video recording unless necessary for preparation for trial or other  
8 proceeding in the case and, in that event, any person or entity making such a copy will be subject to  
9 and comply with this Order. Each such audio or video recording shall have affixed to its exterior the  
10 following legend, the placement thereon which shall be the responsibility of the court reporter after  
11 being so advised of the necessity for this legend by the Party making the confidentiality claim:

12  
13 "THE CONTENTS OF THIS TAPE ARE CONFIDENTIAL AND ARE  
14 SUBJECT TO A PROTECTIVE ORDER ISSUED BY THE UNITED  
15 STATES DISTRICT COURT, DISTRICT OF NEVADA  
16 UNAUTHORIZED ACCESS TO, USE OF, OR DISCLOSURE OF  
17 ANY PART OF THIS TAPE IS A VIOLATION OF COURT ORDER."  
18

19 (B) In the case of the production of documents the Parties may designate such discovery  
20 confidential by stamping on such discovery: "Confidential" or words to that effect at the top of each  
21 page that contains Confidential Discovery information. If only a portion or portions of the material on  
22 a page qualifies for protection, the designating Party also must clearly identify the protected portion(s)  
23 and must specify for each portion, the level of protection being asserted ("Confidential").

24 (C) When responding to written discovery in this action (including, without limitation,  
25 responses to interrogatories, requests for admission, requests for production of documents or things,  
26 subpoena duces tecum, among others), the Parties may designate such responses as confidential by  
27 stamping on such responses: "Confidential" or words to that effect on the first page of any such

1 discovery response and at the top of each page that contains the Confidential Discovery information.

2 (D) In the case of discovery produced by any third party, pursuant to subpoena or  
3 otherwise, all such discovery shall be deemed confidential under this Order for a period of thirty (30)  
4 days after service, during which period, counsel for either of the Parties may designate such discovery  
5 as confidential, in whole or in part, by written notice served upon all counsel of record. Thereafter, all  
6 Parties who have received such discovery shall stamp "Confidential" or words to that effect on the  
7 first page of each such document or other thing and each shall be deemed confidential pursuant to this  
8 Order.

9 4. Inadvertent Failure to Designate. If corrected within sixty (60) days of production,  
10 an inadvertent failure to designate qualified information or document as "Confidential" does  
11 not, standing alone, waive the designating Party's right to secure protection for such material under  
12 this Stipulated Protective Order. If material is appropriately designated as "Confidential" after the  
13 material was initially produced, the receiving Party, on timely notification of the designation, must  
14 make reasonable efforts to assure that the material is treated in accordance with the provisions of this  
15 Stipulated Protective Order.

16 5. Objection to "Confidential" Designation. If any Party disagrees with the  
17 "Confidential" designation of any document, the Party so disagreeing shall, no later than 30 days after  
18 the date upon which the "Confidential" document was produced and/or designated as such, notify by  
19 written notice, served on all Parties in the case, that the Party disagrees with the designation of the  
20 document as "Confidential", and shall in the notice both identify the document at issue and state the  
21 reasons why the challenging Party disagrees with the particular designation of the document. The  
22 Parties must then meet and confer and attempt to resolve the dispute informally. If the Parties are  
23 unable to resolve any document designation dispute informally, the dispute may be presented by  
24 motion to the Court by the Party challenging the designation of the document. Before the Court, the  
25 Party who has designated the document shall have the burden of proving that such document contains  
26 Confidential Discovery of a nature justifying the particular designation. Until the Court rules on the  
27 challenge, all Parties shall continue to afford the material in question the level of protection to which

1 it is entitled under the Party's designation. The prevailing Party on a motion to the Court that  
2 challenges the designation of a document shall be entitled to recover from the opposing Party its costs  
3 and reasonable attorneys' fees associated with bringing or opposing the motion before the Court,  
4 unless and if any of the circumstances set forth in Rule 37(a)(5) of the Federal Rules of Civil Procedure  
5 are found to exist.

6 6. Recipients of Discovery Marked "Confidential". Discovery deemed or marked  
7 "Confidential" may be disclosed by the receiving Party only to the following persons, and may be  
8 used only for the purpose of prosecuting or defending claims asserted in this action:

9 (A) The attorneys of record for the receiving Party and (i) their employees and (ii)  
10 outside legal support service personnel to whom the attorneys of record reasonably believe it  
11 necessary to show the documents for purposes of this litigation, (who execute the "Promise of  
12 Confidentiality" attached hereto as Exhibit "A");

13 (B) In-house attorneys for any Party;

14 (C) Experts and consultants and their employees who, prior to receiving documents  
15 or information designated as Confidential, sign the Promise of Confidentiality (attached as Exhibit  
16 "A") that such person has read and agrees to abide by this Order;

17 (D) The Court and court personnel pursuant to the procedures set forth herein;

18 (E) Persons to whom the documents are otherwise lawfully available outside of this  
19 litigation, such as third-party authors or recipients;

20 (F) The receiving Party or representatives of a receiving Party, including officers,  
21 directors and employees of the receiving Party to whom attorneys for the receiving Party believe it is  
22 necessary that the documents be shown for purposes of this litigation. Prior to receiving documents  
23 or information designated as Confidential, each representative shall sign the Promise of  
24 Confidentiality (attached as Exhibit "A" hereto) that such representative has read and agrees to abide  
25 by this Order;

26 (G) Witnesses during the course of depositions; and

27 //

1 (H) Such other persons as are designated by written agreement by the Party who  
2 has designated the discovery as confidential or by Court order.

3 7. Procedure for Requesting Disclosure of “Confidential” Discovery to Named Parties.

4 Discovery marked “Confidential” may not be disclosed to the named Parties in this case unless the  
5 attorney of record for the Party to whom the “Confidential” information is to be revealed first advises  
6 opposing counsel in writing of the intent to disclose such information to the client, specifically  
7 identifies information to be disclosed and opposing counsel consents in writing to such disclosure.  
8 Any counsel receiving a written request from opposing counsel to disclose “Confidential” information  
9 to a Party shall respond in writing to the request, indicating whether the request is granted or denied.  
10 The Parties and their counsel agree to provide timely responses to a written request from opposing  
11 counsel to disclose “Confidential” information to a Party. For purposes of this Stipulation, the Parties  
12 and their counsel agree that a response to opposing counsel’s written request to disclose  
13 “Confidential” information to a Party shall be provided by no later than ten (10) calendar days from  
14 the date of receipt of the written request to disclose “Confidential” information to a Party. The Parties  
15 and their counsel further agree that they shall meet and confer in an effort to resolve any issue  
16 concerning disclosure of “Confidential” information to a Party. If the Parties are unable to informally  
17 resolve any dispute involving disclosure of “Confidential” information to a Party, the dispute may be  
18 presented by motion to the Court by the Party seeking to disclose such information to a Party. Before  
19 the Court, the Party requesting disclosure of “Confidential” information to a Party shall have the  
20 burden of proving that good cause and substantial justification exists for the disclosure of such  
21 information to a Party in the case. Until the Court rules on the challenge, all Parties shall continue to  
22 afford the material in question the level of protection to which it is entitled under the Party’s  
23 designation. The prevailing Party on a motion to the Court that seeks disclosure of “Confidential”  
24 Discovery to a Party shall be entitled to recover from the opposing Party its costs and reasonable  
25 attorneys’ fees associated with bringing or opposing the motion before the Court unless and if any of  
26 the circumstances set forth in Rule 37(a)(5) of the Federal Rules of Civil Procedure are found to exist  
27 by the Court.

1           8.     Except as provided herein, Confidential Discovery shall not be disclosed to any non-  
2 party.

3           9.     Confidential Discovery Subpoenaed or Ordered Produced in Other Litigation. If a  
4 receiving Party is served with a subpoena or a court order issued in other litigation that would compel  
5 disclosure of any information or items designated in this action as “Confidential”, the receiving Party  
6 must so notify the designating Party, in writing (by e-mail or fax) immediately and in no event more  
7 than five (5) days after receiving the subpoena or court order. Such notification must include a copy  
8 of the subpoena or court order.

9           The receiving Party must also immediately inform in writing the person or entity that caused  
10 the subpoena or order to issue in the other litigation that some or all the material covered by the  
11 subpoena or order is the subject of this Stipulated Protective Order. In addition, the receiving Party  
12 must deliver a copy of this Stipulated Protective Order promptly to the issuing person or entity in the  
13 other action that caused the subpoena or order to issue. The purpose of imposing these duties is to  
14 alert the interested parties to the existence of this Protective Order and to afford the designating Party  
15 in this case an opportunity to try to protect its confidentiality interests in the court from which the  
16 subpoena or order issued. The designating Party shall bear the burden and the expenses of seeking  
17 protection in that court of its confidential material. The receiving Party shall reasonably cooperate  
18 with the designating Party in the latter’s efforts to seek protection of its confidential materials,  
19 including providing written evidentiary declarations if requested; provided, however, that nothing in  
20 these provisions should be construed as authorizing or encouraging a receiving Party in this action to  
21 disobey a lawful directive from another court.

22           10.    Unauthorized Disclosure of Confidential Discovery. If a receiving Party learns that, by  
23 inadvertence or otherwise, it has disclosed Confidential Discovery to any person or in any  
24 circumstance not authorized under this Stipulated Protective Order, the receiving Party must  
25 immediately (a) notify in writing the designating Party of the unauthorized disclosures, (b) use its best  
26 efforts to retrieve all copies of the Confidential Discovery; (c) inform the person or persons to whom  
27 unauthorized disclosures were made of all the terms of this Order and (d) request such person to



1 execute the “Promise of Confidentiality” (attached hereto as Exhibit “A”).

2 11. Conditions to be Met Prior to Disclosure. Before any information marked  
3 “Confidential” is disclosed to any persons described in Paragraph 6 above, other than the Court and  
4 the attorneys of record for the Parties, the attorney(s) for the Party attempting disclosure shall fully  
5 explain the terms of this Order and shall advise the attorneys’ support staff and any expert or  
6 consultant that the Confidential Discovery is subject to this Order and the limitations imposed by this  
7 Order on the persons to whom such Confidential Discovery can be disclosed. Further, the attorney(s)  
8 for the Party attempting disclosure shall have such persons read the Order and shall ascertain to the  
9 best of the attorneys’ abilities that such persons fully understand the terms of the Order. However,  
10 before any of these obligations shall exist, the Party producing discovery marked “Confidential” shall  
11 first advise counsel for the other Party that discovery is being so provided and shall send discovery by  
12 a means that states prominently on the envelope and/or document itself that the package and/or  
13 document contains “CONFIDENTIAL INFORMATION.”

14 12. Preservation of Objections to Discovery; Waiver of Certain Grounds for Objection.  
15 This order shall not constitute a waiver of the Parties’ rights to object to discovery on any grounds,  
16 including but not limited to the grounds that the information sought is privileged, contains trade  
17 secrets, confidential financial information, privileged information, proprietary information,  
18 confidential business information, or confidential personal information. No Party to this Agreement,  
19 however, shall refuse to produce documents or disclose information solely on the grounds the  
20 requested information or documents contain confidential or proprietary information.

21 ~~13. Filing with the Court. The Parties acknowledge that this Stipulated Protective Order~~  
22 ~~does not confer blanket protections on all disclosures or responses to discovery and that the protection~~

See order issued  
concurrently herewith

~~> disclosure and use extends only to the limited information or items that are~~  
~~tial treatment under the applicable legal principles. The parties further~~  
25 ~~acknowledge, that this Stipulated Protective Order does not entitle them to file confidential~~  
26 ~~information under seal; Civil Local Rule IA 10-5 [Sealed Documents] of the United States District~~  
27 ~~Court, District of Nevada sets forth the procedures that must be followed and the standards that will~~

1 ~~be applied when a party seeks permission from the court to file material under seal. Accordingly, the~~  
2 ~~Parties will comply with Civil Local Rule IA 10-5 [Sealed Documents] of the United States District~~  
3 ~~Court, District of Nevada. The Parties further agree that when filing Confidential Discovery~~  
4 ~~documents under seal, or any pleading or memorandum that includes or purports to reproduce or~~  
5 ~~paraphrase any Confidential Discovery, said documents shall be filed in sealed envelopes or other~~  
6 ~~appropriate sealed containers on which shall be endorsed the title of this action, an indication of the~~  
7 ~~nature of its contents, the word “Confidential,” and a statement substantially in the following form:~~

8 ~~“Confidential. The enclosed documents are being filed in compliance with Civil~~  
9 ~~Local Rule IA 10-5 [Sealed Documents] of the United States District Court,~~  
10 ~~District of Nevada, and pursuant to Stipulated Protective Order. Not to be opened~~  
11 ~~or the contents thereof displayed or revealed, except by Order of the Court or~~  
12 ~~pursuant to written stipulation of the Parties to this action.”~~

13 14. Use of Confidential Discovery. Confidential Discovery disclosed pursuant to this  
14 Stipulated Protective Order shall not be used other than for the purposes of this action. Documents  
15 disclosed pursuant to this Stipulated Protective Order may be used in connection with any trial or  
16 other proceeding in this case, including motions. The use of any document designated “Confidential”  
17 or “Confidential – Attorneys/Experts Only” under the terms of this Stipulated Protective Order, at trial  
18 will be subject to this Stipulated Protective Order and Local Rule IA 10-5.

19 15. Return of Confidential Discovery. Within sixty (60) days after expiration of any and  
20 all appeals or time periods to appeal in this action, all Confidential Discovery, including all copies,  
21 notes, renderings, compilations, recordings, lists, microfilms, photographs, videos, or other references  
22 thereof or thereto, shall be returned to the counsel of record for the Party who produced it or, at the  
23 option of the person then in possession of the Confidential Discovery, destroyed. If counsel chooses  
24 to destroy the documents rather than return them, counsel shall notify counsel for the Party who  
25 produced such documents in writing of their destruction, including specifically, the date, time, place  
26 and manner of destruction. Notwithstanding this provision, counsel are entitled to retain an archival  
27 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work

1 product, even if such materials contain Confidential Discovery. Any such archival copies that contain  
2 or constitute Confidential Discovery remain subject to the Stipulated Protective Order as set forth in  
3 Paragraph 1, above.


4 16. Order Binding Upon Successors and Assigns. All the terms of this Stipulated  
5 Protective Order as to the designation of “Confidential” documents for the purposes of this case shall  
6 be binding upon and inure to the benefit of the Parties hereto and to their successors and assigns.

7 17. Electronic Signatures. The Parties may submit electronic executed copies of their  
8 signatures which shall be enforceable as original wet ink signatures.

9 18. Execution in Counter-Parts. This Stipulated Protective Order may be executed in  
10 counterparts, and when so executed, each counterpart shall be deemed to be an original and shall  
11 constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

12 19. Filing of this Stipulation and Protective Order. After this Stipulation and Protective  
13 Order has been signed by counsel for all Parties, it shall be presented to the Judge for entry. Counsel  
14 agree to be bound by the terms set forth herein with regard to any “Confidential” Materials that have  
15 been produced before the Judge signs this Stipulation and Protective Order. The Parties and all  
16 signatories to the Certification attached hereto as Exhibit A agree to be bound by this Stipulation and  
17 Protective order pending its approval and entry by the Judge. In the event that the Judge modifies this  
18 Stipulation and Protective Order, or in the event that the Judge enters a different Protective order, the  
19 Parties agree to be bound by this Stipulation and Protective order until such time as the Judge may  
20 enter such a different Order. It is the Parties’ intent to be bound by the terms of this Stipulation and  
21 Protective Order pending its entry so as to allow for immediate production of Confidential Materials  
22 under the terms herein.

23 //  
24 //

IT IS SO ORDERED.  
Dated: October 20, 2021  
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\_\_\_\_\_  
Nancy J. Koppe  
United States Magistrate Judge

1                   **IT IS SO STIPULATED.**

2  
3           DATED this 19th day of October 2021.

                  DATED this 19th day of October 2021.

4  
5           By:           /s/ **Michael J. McAvoy-Amaya**          

6           Michael J. McAvoy-Amaya, Esq.  
7           1100 East Bridger Ave.  
8           Las Vegas, Nevada 89101  
              Telephone: (702) 299-5083  
              Attorney for Plaintiffs

                  By:           /s/ **John Benedict**          

                  John Benedict, Esq.  
                  Jacqueline A. Godoy, Esq  
                  2190 E. Pebble Rd. Suite 260  
                  Las Vegas, NV 89123  
                  Attorneys for Defendant CORNER  
                  INVESTMENT CO dba THE  
                  CROMWELL HOTEL AND CASINO

9  
10  
11           DATED this 19th day of October 2021.

12  
13           By:           /s/ **Luke N. Dowling**          

14           Luke N. Dowling (*Admitted Pro Hac Vice*)  
15           McCracken, Stemerman & Holsberry, LLP  
16           595 Market Street, Suite 800  
17           San Francisco, CA 94105  
18           Telephone: (415) 597-7200 ext. 2092  
19           Attorneys for Defendant UNITE HERE  
20           Bartenders Local 165

**EXHIBIT "A"**

**PROMISE OF CONFIDENTIALITY**

I, \_\_\_\_\_, declare as follows:

1. My [business or residential] address is \_\_\_\_\_,  
\_\_\_\_\_ and my present occupation is \_\_\_\_\_.

2. I have received a copy of the STIPULATED PROTECTIVE ORDER regarding Confidential Discovery in the action entitled *TRACY LALL v. CORNER INVESTMENT CO. dba THE CROWELL HOTEL AND CASINO, et al.*, filed in the United States District Court, District of Nevada as Case No. 2:20-cv-01287-JAD-NJK.

3. I will comply with all of the provisions of the STIPULATED PROTECTIVE ORDER. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the STIPULATED PROTECTIVE ORDER, and will not copy or use except for purposes of the litigation, any documents or information designated "Confidential."

4. I will return any materials received under this STIPULATED PROTECTIVE ORDER at the conclusion of the instant case, to the Party or its counsel who originally provided said materials to me.

5. I hereby stipulate to the jurisdiction of the United States District Court, District of Nevada with regard to any proceeding to enforce the terms of the STIPULATED PROTECTIVE ORDER against me.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this PROMISE OF CONFIDENTIALITY was executed on this

\_\_\_\_\_ day of \_\_\_\_\_, 2020, in \_\_\_\_\_ (City, State)

Full Name (Printed): \_\_\_\_\_ Signature: \_\_\_\_\_